

95–620) in order to encourage conservation of petroleum and natural gas by recipients of Federal financial assistance.

#### **§ 152.603 Applicability.**

This subpart applies to each recipient of Federal financial assistance from the Federal Aviation Administration through the Airport Development Aid Program (ADAP) unless otherwise excluded by definition.

#### **§ 152.605 Definitions.**

As used in this subpart—

*Building construction* means construction of any building which receives Federal assistance under the program, which will exceed \$200,000 in construction cost.

*Energy assessment* means an analysis of total energy requirements of a building, which, within the scope of the proposed construction activity, and at a level of detail appropriate to that scope, considers the following:

- (a) Overall design of the facility or modification, and alternative designs;
- (b) Materials and techniques used in construction or rehabilitation;
- (c) Special or innovative conservation features that may be used;
- (d) Fuel requirements for heating, cooling, and operations essential to the function of the structure, projected over the life of the facility and including projected costs of this fuel; and
- (e) Kind of energy to be used, including—

(1) Consideration of opportunities for using fuels other than petroleum and natural gas, and

(2) Consideration of using alternative, renewable energy sources.

*Major building modification* means modification of any building which receives Federal assistance under the program, which will exceed \$200,000 in construction cost.

#### **§ 152.607 Building design requirements.**

Each sponsor shall perform an energy assessment for each federally-assisted building construction or major building modification project proposed at the airport. The building design, construction, and operation shall incorporate, to the extent consistent with

good engineering practice, the most cost-effective energy conservation features identified in the energy assessment.

#### **§ 152.609 Energy conservation practices.**

Each sponsor shall require fuel and energy conservation practices in the operation and maintenance of the airport and shall encourage airport tenants to use these practices.

#### **APPENDIX A TO PART 152—CONTRACT AND LABOR PROVISIONS**

This appendix sets forth contract and labor provisions applicable to grants under the Airport and Airway Development Act of 1970.

This appendix does not apply to: (1) Any contract with the owner of airport hazards, buildings, pipelines, powerlines, or other structures or facilities, for installing, extending, changing, removing, or relocating that structure or facility, and (2) any written agreement or understanding between a sponsor and another public agency that is not a sponsor of the project, under which the public agency undertakes construction work for or as agent of the sponsor.

##### *I. Contract Provisions Required by the Regulations of the Secretary of Labor*

Each sponsor entering into a construction contract for an airport development project shall insert in the contract and any supplemental agreement:

- (1) The provisions required by the Secretary of Labor, as set forth in paragraphs A through K;
- (2) The provisions set forth in paragraph L, and
- (3) Any other provisions necessary to ensure completion of the work in accordance with the grant agreement.

The provisions in paragraphs A through K and provision (5) in paragraph L need not be included in prime contracts of \$2,000 or less.

*A. Minimum wages.* (1) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act [29 CFR part 3], the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision(s) of the Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and